

NEED W.O.

333, 545.

w/ \$80,000 stresilization
continging

w/ \$4200 - payment/perform
BOND.

Adjacent ways - \$75,500 
AMDORNA Area - \$149,000 -



# Arizona | California | Colorado | Nevada | New Mexico | Texas

**January 24, 2017** 

**SUBMITTED TO:** 

Mesa Unified School District

Wendell Blair

480-472-0000 63 E Main St

Mesa, AZ 85201

**WORK TO BE PERFORMED AT:** 

109 E Broadway Rd 109 East Broadway Road

Mesa, AZ 85210

**SUBMITTED BY:** 

Ron Erickson Account Executive

P: 602-304-4162

F: 602-304-4162

E: Ericksonr@aceasphalt.com

3030 South 7th St Phoenix, AZ 85040

# MOHAVE EDUCATIONAL SERVICE CO-OP BID

**CONTRACT NUMBER: 14Y-ACE-0317** 

SPECIAL NOTE:

The terms and conditions of Mohave Educational Services Co-Op Bid, Contract Number 14Y-ACE-0317 will prevail over any and all terms and conditions stated in the proposal.

Prices are valid until 3/31/17

# SCOPE OF WORK

# **HEAVY MAINTENANCE: ADJACENT WAYS AREA**

Obtain necessary project dust permits

Provide site supervision

Pulverize 43,305 square feet of existing asphalt

Haul off excess material as needed (401 cubic yards)

Fine grade and compact GSA

Pave 43,305 square feet with 3 inches of compacted asphalt

Adjust 3 manholes and 2 clean outs to new pave grade

Stripe as existing

Proposal includes 1 mobilization, additional move-ins require re-pricing.

# Exclusions (except as noted above):

Bonds, Testing, Permits, Import / export, ABC, Taxes, Project engineering and lay-out staking, Site plans, All concrete work, Subgrade stabilization.

PROPOSAL # 320353 - 5765

Due to the existing condition of asphalt on this project, it is reasonable to believe that wet subgrade soils may be present. The extent of this saturation (if any) cannot be completely assessed without removal of the existing asphalt surface. Should the subgrade be saturated, available solution alternatives will be proposed and additional funds and/or construction time may be required by the client to correct the saturation concerns.

# Notes:

Bid is for items in scope of work only

Ace is not responsible for drainage on projects with less than 1% fall.

Ace is not responsible for subgrade deficiencies.

Ace is not responsible for damage to underground utilities not located by owner prior to start of our work.

Site is to be unobstructed prior to start of Ace work. Ace uses pulverized asphalt as a recycled base material for new surfaces when available and applicable to the project. Pulverizing is an environmentally sound method for the removal and replacement of deteriorated asphalt for future construction.

Ace takes every precaution to ensure our practices meet and exceed requirements for dust control and storm water pollution prevention.

# STABILIZATION CONTINGENCY: ADJACENT WAYS

Stabilization process:

Strip off 4 inches of GSA and stockpile on site

Stabilize 43,305 square feet of saturated subgrade to a depth of 12 inches

Replace stockpiled GSA, fine grade, moisturize and compact

NOTE: Any and all deductions from contingency fund will be based upon Mohave Educational Services Contract 14Y-ACE-0317 and must be approved by the customer prior to the start of work. Unused portions will be credited to the project.

Proposal assumes the work in this phase will be completed at the same time as the Adjacent Ways Demo & Pave. Added mobilization charges apply if completed as a stand-alone project. Exclusions and notes from the



Adjacent Ways Demo & Pave apply.

#### **PAYMENT & PERFORMANCE BOND**

### **HEAVY MAINTENANCE: STANDARD AREA**

Pulverize 69,970 square feet of existing asphalt

Haul off excess material as needed (648 cubic yards)

Fine grade and compact GSA

Pave 69,970 square feet with 3 inches of compacted asphalt

Remove and re-pin 50 existing wheel stops

Replace up to 30 wheel stops assumed to be damaged in the removal process. Haul damaged wheel stops and dispose.

Stripe as existing

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**PAYMENT & PERFORMANCE BOND** 

At Ace Asphalt, we don't just build surfaces. We build trust. And we look forward to building yours.

# PRICING

PROPOSAL TOTAL	\$333,544.78	
Estimated Tax	\$0.00	
SUBTOTAL	\$333,544.78	
Payment & Performance Bond	\$2,594.68	
Stabilization Contingency: Standard Area	\$50,647.91 ~	
Heavy Maintenance: Standard Area	\$148,942.98	
Payment & Performance Bond	\$1,685.75	
Stabilization Contingency: Adjacent Ways	\$34,267.50	
PHASES Heavy Maintenance: Adjacent Ways Area	\$95,405.96	

NOTE: According to Arizona Law, any purchase order issued with an aggregate total over \$100,000.00 will need to have a payment and performance bond issued for 100% of the work performed. For additional information, please contact Mike Jensen at 602-304-4023.

NOTE: When you decide to accept this proposal, please make your PO out directly to Ace Asphalt of Arizona, Inc., then fax your PO to Mohave Educational Services, Inc. at 928-718-3232 for verification of pricing and to Ace Asphalt at 602-304-2725. The Mohave contract number: 14Y-ACE-0317, must appear on your PO. Once Mohave approves the PO for compliance, they will notify Ace Asphalt to proceed with the Work.

Sales Tax may vary based upon completion time of the project and any tax rate changes made by the state, city or county regulations.

TERMS: NET 30 DAYS AFTER COMPLETION OF WORK.

**ACCEPTANCE:** Ace Asphalt of Arizona, Inc., is authorized to proceed with the work as specified. Payment will be made according to the terms listed above.

PROPOSAL # 320353 - 5765

Authorized Signature	Title					
Print Name	Date					
Legal Property Owner Name	Scheduling Contact					
Mailing Address	Scheduling Contact Phone					

# **TERMS AND CONDITIONS**

#### **General Conditions**

All surfaces to which material is to be applied shall be in a condition that is similar to the time at which the project was bid. Customer shall notify Ace in advance when the site will be ready for the work to be performed, and shall give free and unobstructed access so that the work to be performed hereunder can be commenced promptly, and that once begun, may be completed without delay. Customer agrees to pay Ace its reasonable charges for delays caused by Customer. Towing of vehicles, if necessary, shall be the responsibility of Customer.

Ace Asphalt is not responsible for making any site conditions or improvements ADA compliant unless directed by the customer to do so. If directed by the Customer, Ace Asphalt will make the recommended changes and additional charges may apply. Ace Asphalt also recommends the use of a certified ADA consultant for site evaluations and recommendations as required by Federal and State laws.

Customer is solely responsible for maintaining its properties in full compliance with the ADA and agrees to indemnify and hold Ace Asphalt harmless from and against any and all liability, claims, damages or expense, including attorneys fees, relating in any way to ADA requirements or issues.

Traffic control will be provided by Ace unless otherwise specified. It shall become the responsibility of Customer to maintain barricades and/or closures if required after Ace's personnel leave the site.

A water supply source shall be furnished by Customer for Ace's use on this project.

Ace does not assume responsibility for any utility lines such as water, electric, sprinkler, etc., which may lie within eighteen inches (18") of the surface. Layouts of locations must be furnished to Ace if such lines are known to exist. Failure to furnish information in this regard will cause Customer to carry responsibility in case of any damage and repairs to such lines.

Customer shall be represented by one spokesperson, who shall have the authority to accept work performed, authorize and sign for any additions or changes desired, and will be available for consultation with Ace's representative.

Customer grants permission to Ace to create photos or videos of the site for use in promotion of its business services.

Taxes are computed for the locality in which the work is performed at the time the project is invoiced. Taxes can be waived, by law, only upon receipt of an exemption certificate that has been properly executed by responsible party to this contract.

Ace reserves the right to submit progress billings to Customer on a weekly, bi-weekly, or monthly basis. Customer agrees to pay progress billings in accordance to our terms and conditions.

### Indemnification

Ace maintains adequate insurances and shall indemnify and hold harmless Customer, Owner, and agents and employees of any of them from any claims, damages, losses and expenses arising out of or resulting from performance of the Work to the extent caused by the negligent acts or omissions of Ace or anyone for whose acts Ace may be liable.

#### Warranty

The work proposed herein is covered by a 30 month warranty on workmanship. Normal wear and tear, abuse, accidental damage, and acts of God are excluded.

### Disputes

If Customer objects to any portion of the work, Customer will so notify Ace within seven (7) calendar days, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice.

The parties hereby agree that, in any legal action arising from this Agreement, venue for the action may properly be placed in the county of the Ace office that issued this contract. The parties acknowledge that they are hereby voluntarily and knowingly relinquishing and waiving any rights they may have to establishing venue in any other county. This Agreement shall be in accordance with and governed by the laws of the state of Arizona. If



# PROPOSAL # 320353 - 5765

a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

# Our Commitment to the Environment

Ace believes in employing sustainable practices that are both socially responsible and commercially sound. From material recycling strategies to pollution prevention initiatives, we are committed to minimizing our environmental impact while improving the well being of the communities we serve.

# Confidentiality

The information in this document is privileged and confidential. No part of this document may be reproduced and/or distributed to anyone other than the recipient listed on this document without written permission from Ace.



# **NEXT STEPS**



# WE EARN YOUR BUSINESS.

When you're comfortable with our proposal and are ready to move forward, just sign and return it. Now your hard work is over...and ours is just beginning.



# WE SCHEDULE WORK - AND FOLLOW THROUGH.

The time your parking lot or other facility is down is an inconvenience and costs you or your customers money. Our scheduling department is the best in the business at meeting seemingly impossible requests, or finding mutually agreeable solutions to difficult scheduling situations. Once we agree on the schedule, we lock it in.



# **WE START WORK.**

We will be at your site on time and ready to work. If you join us for the day, you'll find our crews, supervisors, and superintendents helpful and professional. You'll likely also run into someone from your account team checking on progress throughout the day to ensure your agreed-upon expectations are reflected properly in the work being performed.



# YOU PROVIDE FEEDBACK.

Our work isn't done until you're satisfied. If any element doesn't meet your agreed-upon expectations, we'll schedule touch-ups right away. Our customer service staff will also be in touch about a month after your project is complete to get your honest feedback on our work – and to make sure you don't have any loose ends to tie up.

#### PROPERTY OF ACE ASPHALT OF ARIZONA, INC.

Ace Asphalt of Arizona Inc. 14Y-ACE-0317 Mohave Contract Pricing

DATE: 1.24.17

ACCOUNT NAME: Mesa Unified School District SITE NAME: Broadway Transportation

PROPOSHL # 320353-5765



NOTICE: THIS PROPOSAL CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF ACE ASPHALT OF ARIZONA NC AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF AN OFFICER OF ACE ASPHALT OF ARIZONA INC.. TITLE IN AND TO THIS DOCUMENT (OR FILE, IF ELECTRONICALLY SUBMITTED) AND ALL INFORMATION CONTAINED HEREIN REMAINS AT ALL TIMES IN ACE ASPHALT OF ARIZONA INC.

Payment & Performance Bond

TOTAL DUE \$ 333,544.78

		Vascated	Total Control	500	20000	MOHAVE ZONE		(Interpretation	
SERVICE CATEGORY	WORK ITEM	NOTES	UNITS	QTY	PRICE	COEFFICIENT	PRICE	VERIFIED?	4
Adjacent Ways									
ASPHALT_SAWCUTTING	Mobilization Charge	- International Control	PER	1	\$ 38.726	0,870	\$ 33.69	YesI	
ASPHALT_SAWCUTTING	Charge per linear foot times thickness in inches	300 @ 3"	PER	300	\$ 0,278	0,870	\$ 72,56	Yesi	Phase To
ASPHALT_PULVERIZING	Mobilization Charge		PER	1	\$ 1,341.666	0,870	\$ 1,167.25	Yes!	\$ 98
ASPHALT_PULVERIZING	Per square foot over 50,001 square feet + mobilization charge		PER	43305	\$ 0.048	0.870	\$ 1,808.42	Yesl	
DEMO AND HAUL ASPHALT OR DIRT OR ETC	Mobilization Charge (over 500 cubic yards)		PER	1	\$ 511.642	0.870	\$ 445.13	Yes!	
DEMO AND HAUL ASPHALT OR DIRT OR ETC	Charge per cubic yard of material (over 500 cubic yards)	43,305 sf @ 3"	PER	401	\$ 25.363	0.870	\$ 8,848.39	Yes!	1
FINE GRADE AREA	Mobilization Charge (over 5000 square yards)		PER	1	\$ 1,279.105	0.870	\$ 1,112.82	Yesi	1
FINE GRADE AREA	Charge per square yard (over 10000 square yards)		PER	4812	\$ 1,360	0.870	\$ 5,693.56	Yes!	
ASPHALT CONCRETE OVERLAY	Mobilization Charge		PER	1	\$ 1,012.000	0.870	\$ 880.44	Yes!	
ASPHALT CONCRETE OVERLAY	Charge per square foot 3 inch depth		PER	43305	\$ 1,944	0.870	\$ 73,240.88	Yes!	1
MANHOLE ADJUSTMENTS	Mobilization Charge		PER	1	\$ 224.940	0.870	\$ 195.70	Yes!	1
MANHOLE ADJUSTMENTS	Charge per each unit	-	PER	3	\$ 346,601	0.870	\$ 904.63	Yesl	1
WATER AND SEWER COVER ADJUSTMENTS	Charge per each unit	+	PER	2	\$ 300,803	0.870	\$ 523,40	Yes!	1
STRIPING	Mobilization Charge	+	PER	1	\$ 102,465	0.870	\$ 89,14	Yes!	1
STRIPING	Curb (top and face), charge per linear foot		PER	250	\$ 0.483	0.870	\$ 105,05	Yes!	1
STRIPING			PER	11	\$ 9.874	0.870	\$ 94.49	Yes!	-
	Arrows, charge per each		PER	9	\$ 1.646	0.870	\$ 12.89	Yes!	-
STRIPING	24 inch numbers/letters, charge per each		PER	240	\$ 0.483	0.870	\$ 100.85	Yes!	
STRIPING	Curb (top and face), charge per linear foot		PER	136	\$ 0.463	0.870	\$ 76,67	Yes!	-
STRIPING	4 inch numbers/letters, charge per each		PER	136	\$ 0.040	0.870	3 70,07	1es:	1
Subgrade Contingency Adjacent Ways									1
LIME_SOIL_STABILIZATION_Lime_SlurryMAG309_Soil_Cement			DED		0.054400	0.070	C 0.040.40	West	1
_MAG311_Quicklime	Mobilization Charge		PER	11	\$ 3,354.169	0.870	\$ 2,918.13	Yes!	-
LIME_SOIL_STABILIZATION_Lime_SlurryMAG309_Soil_Cement						0.070	00 570 74		· -
_MAG311_Quicklime	Charge per square foot per 12 inch depth		PER	43305	\$ 0.546	0.870	\$ 20,570.74	Yesl	Phase To
SITE_GRADING_Moving_And_Excavating_Dirt_On_Site_With_N									1
o_Haul_Off	Charge per cubic yard		PER	535	\$ 9.423	0.870	\$ 4,385.94	Yes!	\$ 34
FINE_GRADE_AREA	Charge per square yard		PER	4812	\$ 1.527	0.870	\$ 6,392,69	Yes!	1
									\$ 129 \$ 1
Standard Area				i .					1
ASPHALT_PULVERIZING	Per square foot over 50,001 square feet + mobilization charge		PER	69970	\$ 0.048	0.870	\$ 2,921,95	Yes!	
DEMO AND HAUL ASPHALT OR DIRT OR ETC	Charge per cubic yard of material (over 500 cubic yards)		PER	648	\$ 25.363	0.870	\$ 14,298.64	Yesl	Phase To
FINE GRADE AREA	Charge per square yard (over 10000 square yards)		PER	7774	\$ 1.360	0.870	\$ 9,198.20	Yesi	\$ 148
ASPHALT CONCRETE OVERLAY	Charge per square foot 3 inch depth		PER	69970	\$ 1.944	0.870	\$ 118,338.86	Yesi	
CONCRETE 6 FOOT WHEEL STOPS	Mobilization Charge		PER	2	\$ 102.465	0.870	\$ 178.29	Yes!	1
CONCRETE 6 FOOT WHEEL STOPS	Charge per each over 20		PER	30	\$ 33.918	0.870	\$ 885.26	Yes!	1
CONCRETE 6 FOOT WHEEL STOPS	Remove and Repin Existing Wheel Stops		PER	50	\$ 29,549	0.870	\$ 1,285,38	Yes!	1
CONCRETE 6 FOOT WHEEL STOPS	Haul Wheel Stops to Dump		PER	30	\$ 16.362	0,870	\$ 427.05	Yesl	1
STRIPING	Mobilization Charge	+	PER	1	\$ 102,465	0.870	\$ 89.14	Yesl	
STRIPING	4" line, charge per linear foot (new layout)		PER	3200	\$ 0,175	0.870	\$ 487.20	Yes!	1
STRIPING	4" Misc. Hash - Out Striping (new layout)		PER	1830	\$ 0.367	0.870	\$ 584,30	Yes!	1
STRIPING	10 inch numbers/letters, charge per each		PER	292	\$ 0.979	0.870	\$ 248.71	Yes!	1
STRIPING	no mon numbers/letters, charge per each		FER	232	ψ 0.575	0.070	240.71	163.	
Subgrade Contingency Standard Area	/ ULL								-
	Charge per square foot per 12 inch depth		PER	69970	\$ 0.546	0.870	\$ 33,237.15	Yest	Phase To
LIME_SOIL_STABILIZATION_Lime_SlurryMAG309_Soil_Cement			TLIX	03310	₩ 0.040	0,070	\$ 00,207,10	103)	-
LIME_SOIL_STABILIZATION_Lime_SlurryMAG309_Soil_Cement _MAG311_Quicklime							The second second		1
LIME_SOIL_STABILIZATION_Lime_SturryMAG309_Soil_Cement MAG311_Quicklime SITE_GRADING_Moving_And_Excavating_Dirt_On_Site_With_N	v I		DED	964	\$ 0.422	0.870	\$ 7.092.09	Voci	S 54
LIME_SOIL_STABILIZATION_Lirne_SlurryMAG309_Soil_Cement MAG311_Quicklime SITE_GRADING_Moving_And_Excavating_Dirt_On_Site_With_N o_Haut_Off	Charge per cubic yard		PER	864	\$ 9,423	0.870	\$ 7,083.08	Yes!	\$ 5
IME_SOIL_STABILIZATION_Lime_SlurryMAG309_Soil_Cement MAG311_Quicklime ITE_GRADING_Moving_And_Excavating_Dirt_On_Site_With_N	v I		PER PER	864 7774	\$ 9,423 \$ 1.527	0.870 0.870	\$ 7,083.08 \$ 10,327,68	Yes! Yes!	\$ 5 5 19